

MEMORANDUM OF UNDERSTANDING

July 1, 2018 to June 30, 2019

PREAMBLE

This Agreement is entered into by and between the County Executive of **Frederick County, Maryland** hereinafter referred to as the Employer or the County and the **Career Fire Fighters Association of Frederick County, MD Inc., Local # 3666, International Association of Fire Fighters**, hereinafter referred to as the Union. This Memorandum only covers the specific employee wages and benefits contained herein, and does not apply to any matter of employee wages or benefits not contained herein, or to any working conditions. All other wages and benefits not specifically addressed in this Memorandum are not guaranteed, and are subject to change at any time without the requirement to negotiate or bargain such changes. Employee wages or benefits not specifically covered by the terms of this Memorandum, and employee working conditions, may be unilaterally changed by the County at any time.

ARTICLE 1 - UNIT DESCRIPTION

The County recognizes the Union as the exclusive representative of all regular, nonexempt, uniformed employees at or below the rank of captain within the Frederick County Division of Fire and Rescue Services. "Uniformed employees" under this Agreement are those who hold non-administrative, active duty positions requiring certification by the Maryland Fire and Rescue Institute, and whose daily duties could result in loss of life.

ARTICLE 2 - VOLUNTARY DEDUCTION OF UNION FEES

No employee is required to join and each employee has the right not to join the Union. Employees in the bargaining unit may voluntarily submit signed authorization for the Frederick County Government to deduct union fees from their biweekly pay.

ARTICLE 3 - UNION LEAVE

The County shall grant the Union One hundred (100) hours of paid leave to conduct union business. This union leave will not accrue from year to year, and any unused balance will be expunged when the fiscal year ends on June 30. "Union business" as used in this section means legitimate business activities directly involved in representing bargaining unit members, such as: attending meetings, conferences and training, and meeting with represented employees to discuss collective bargaining matters. It does not include any events or activities that are primarily social, athletic, fundraising or recreational in nature. In order to use union leave it must be requested in accordance with

procedures adopted by the Division of Fire and Rescue Services and approved by the Union President.

ARTICLE 4 - WAGES

Section 4.1 - Pay Scale

Effective July 1, 2018, the DFRS Uniformed Fire and Rescue Pay Scale will be converted to a service-based pay scale (See Attachment #3) and if applicable, will be adjusted in accordance with the provisions outlined below in Pay Scale Adjustments.

Effective July 1, 2018, the existing 18 steps in the pay scale will be based on full years of service as of July 1. DFRS service dates will be used to place employees on this scale and will be in accordance with the DFRS Seniority list that was endorsed and agreed to by Local #3666 entitled: Seniority List Effective September 1, 2017 through August 31, 2018 (See Attachment #4).

Initial placement on this new scale will occur as outlined below in Section 4.2 – Step Increases.

For pay purposes, references to July 1 mean the pay period which includes July 1.

Section 4.2 - Step Increases

Subject to approval and funding of pay increases in the County's FY19 budget, movement to the appropriate step within an employee's respective classification will occur on July 1, 2018 as follows. All bargaining unit employees will be moved two steps (*if applicable*) towards placement on the appropriate step of this service-based pay scale. Their placement will be based on full years of DFRS service as of July 1, 2018. Employees who are already at the appropriate step based on years of DFRS service or who are at Step 18 will not receive a step increase. (See Attachment #1 - Letter of Understanding #1 for employees hired on or after November 30, 2015). Employees who are above the appropriate step based on years of service will receive no reduction in pay but will be held at their current step.

Employees must receive an overall performance rating of "2.5" or above to be eligible for the step increment. Employees who receive a "2.49" overall performance rating or less will not be eligible to move to the next step and not receive the step increment for the fiscal year.

In the event that the County fails to approve the funds necessary for a step increment, employees will remain in the respective step and pay level.

Section 4.3 - Pay Scale Adjustments

In the event that the County approves a cost of living adjustment for the DFRS Uniformed Fire and Rescue Pay Scale for FY19, the scale and wages of bargaining unit members will be adjusted accordingly. In the event that a pay scale adjustment results in a reduction of wages for the bargaining unit members, the DFRS Division Director will meet with the union president to discuss the reduction and consider any suggestions the union wishes to make. This meeting will not restrict or prevent the County from making any wage reductions, however.

Section 4.4 - New Hires

New hires will be placed at Step 1 of the job classification into which they were hired, or in the Fire Fighter Recruit pay rate if applicable. New hires will not be eligible to receive a step increment until they have successfully completed their probationary period. The step increment will be included in the pay period following successful completion of the probationary period.

In the pay period following successful completion of their recruit training program, Fire Fighter Recruits will be placed on Step 1 of the Fire Fighter 1 classification.

This section also applies to current County employees who successfully transfer into a bargaining unit position within the Division of Fire and Rescue Service. The DFRS service or seniority date will be the date of transfer into a uniformed position within DFRS.

Section 4.5 - Upgrades/Promotions

Employees who qualify for a position upgrade or who are selected for a promotion will be eligible to receive the pay rate associated with their existing step in the position to which they upgrade or promote.

Section 4.6 - Leaves of Absence

If step increments are approved for the bargaining unit members by the County for the fiscal year, employees who have leaves of absence (excluding qualified FMLA and military leave) totaling more than 180 days in any fiscal year, shall remain at their respective step level and will not be eligible for a step increment.

Section 4.7 - ALS Assignment Pay

Employees who are trained, currently certified and licensed as Emergency Medical Technicians – Paramedic (EMT-P/EMT-I) or Cardiac Rescue Technician Intermediate (CRT-I), who are in an integrated medic position and, who are authorized by the Frederick County Jurisdictional Medical Director, will receive special pay equal to an additional \$3/hour for the hours and fractions thereof, for the time which they are assigned to provide

ALS services.

The County retains the final authority to decide whether or not to provide funding for this special pay.

ARTICLE 5 – HOLIDAYS

Section 5.1 - Uniformed employees assigned to field operations in the Emergency Services Section working a 48-hour schedule

The following six holidays will be designated as holidays for this group of employees but an employee will only be eligible for holiday pay if the employee actually works the holiday. Employees who work these specific holidays will be paid at their regular rate of pay for all hours worked on that holiday plus will be paid holiday pay at their regular rate of pay equal to the hours that they worked up to 24 hours. Holiday time paid does not count as time worked for overtime purposes. Employees in this group who do not work on these holidays will not be entitled to holiday pay for these six holidays or for any other holiday observed by the County.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Section 5.2 - All other covered uniformed personnel working a 40-hour work week

The following holidays are designated as holidays for eligible regular employees.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
General Election days as they may occur

If an employee in this group is directed to work a holiday by the Division Director and they actually work the full day, they will receive a "paid day off" to be used at another time.

“Paid days off” in lieu of holidays must be taken within the fiscal year of the holiday that created the “paid day off” benefit.

ARTICLE 6 - CONTRIBUTIONS TO POST EMPLOYMENT HEALTH PLAN

Subject to the final decision and formal approval by the County of any documents, agreements, forms or resolutions that may be necessary to accomplish this objective, the parties agree to continue a Post Employment Health Plan (PEHP) for employees in this bargaining unit that qualifies under section 501(c)(9) of the Internal Revenue Code. The County will make an annual contribution to the PEHP subject to the conditions outlined below.

Effective with calendar year 2017, a maximum of two floating holidays to which an employee becomes eligible at the *beginning* of the calendar year will be the basis for the annual contribution to the PEHP but is contingent upon funding in the fiscal year budget for cash payout to the members. If the floating holiday is specifically funded for payout to members, the County will then contribute the amount of holiday compensation that would be payable based on each member’s floating holiday eligibility *on January 1* and their active employment on the date that the PEHP contribution is scheduled to be transferred to the PEHP. No PEHP contribution will be made for new hires who become eligible for a floating holiday(s) during the calendar year. (Unless specifically funded in the budget, floating holidays are not eligible for cash payout and unused holidays will not be paid to employees.)

For purposes of this agreement, “holiday compensation” is defined as a 9.6 hour day for 48-hour employees, and an 8 hour day for 40-hour employees. (While former City of Frederick employees receive 24 hours of holiday pay for Thanksgiving holiday, 19.2 of those hours will be contributed to the PEHP. The former City of Frederick employees will be paid directly for the remaining hours.)

For the purposes of this plan only, those employees who do not meet their standard weekly hours of service and therefore receive fractional credit for pension creditable service purposes due to the Thanksgiving and day after Thanksgiving holiday contributions to the PEHP, will be permitted to use available annual leave or accrued holiday hours to make up the difference of the holiday contribution hours.

This PEHP will be administered by Nationwide Retirement Solutions (NRS), Inc., which will provide administrative services in exchange for a fee as agreed upon by the County and NRS. This fee will be paid entirely by an annual charge assessed to each participant’s account.

Other than making the annual contribution to the PEHP as outlined above, the County will not pay any other fees, expenses or assessments associated with the PEHP unless

mandated by law. All fees, expenses or assessments shall be charged under the PEHP to the members' participant accounts.

SAVINGS CLAUSE

If any provision of this Memorandum, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

DURATION

This Memorandum shall be effective as of July 1, 2018, and shall remain in full force and effect until June 30, 2019. As of July 1, 2019, this Memorandum shall not bind the County in any manner and it shall have no legal force or effect. The parties agree that as of July 1, 2019 the County will not be obligated in any manner to maintain the "status quo" created under this Memorandum or comply with any provision in it.

RATIFICATION

Upon ratification by the membership of the Bargaining Unit, this Memorandum shall be submitted to the County Executive, who will then decide whether or not to ratify and execute this Memorandum on behalf of the County.

The parties shall act expeditiously and in good faith to implement all terms and conditions of the Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representative this _____ day of _____, 2018.

**Career Fire Fighters Association of Frederick County, MD Inc.,
Local # 3666, International Association of Fire Fighters**

By: _____
Stephen G. Jones, President

Frederick County, Maryland

By: _____
County Executive Jan H. Gardner

Attachments:

Attachment #1 - Letter of Understanding #1

Attachment #2 - Letter of Understanding #2

Attachment #3 - DFRS Uniformed Fire and Rescue Pay Scale effective July 1, 2018

Attachment #4 - Seniority List Effective September 1, 2017 thru August 31, 2018